

47-175 # 4995

WARRANTY DEED
Maine Statutory Short Form

**TRANSFER
TAX
PAID**

KNOW ALL PERSONS BY THESE PRESENTS, that Richard D. Olin & Pamela P. Olin, of 60 Mayflower Hill, Waterville, Maine 04901, in the County of Kennebec and State of Maine,

011317

in the consideration of TEN OR MORE DOLLARS paid to our full satisfaction by **GARY ROBINSON**

of 244 Kennedy Memorial _____, in the County of Kennebec and State of Maine _____, as joint tenants and not as tenants in common,

by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee(s), **GARY ROBINSON**

and his/her/their heirs and assigns forever, a certain piece or land in the City of Waterville, in the County of Kennebec and State of Maine, described as follows, viz: Lot numbered twenty-three (23) on the plan of Gilman Heights made by F. V. Armstrong dated December 4, 1939, and recorded in the Kennebec County Registry of Deeds in Map Book 12, Page 77, to which reference may be had for a more particular description.

ALSO, another certain lot or parcel of land situate in said Waterville and being number thirty (30) on the plan of Gilman Heights by F.V. Armstrong, dated December 4, 1939, and recorded in the Kennebec County Registry of Deeds, Map Book 12, Page 77, to which reference may be had for a more particular description.

Said premises are conveyed subject to the following restrictions which will be binding upon said grantee and all persons claiming or holding under or through said grantee and shall be deemed as covenants running with the land:

1. No lot of land shall be sold, the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.
2. No building for the use of more than one family shall be built thereon.
3. The main entrance of any single dwelling built thereon shall face the street.
4. The front wall of any such building shall be at least thirty-five (35) feet from the street line, thereby extending a uniform building line thirty-five (35) feet from said street line.
5. Each building thereon must provide a space of at least fifteen (15) feet on each side of the building to the respective boundary lines.
6. The cost of each main building on these lots shall be at least \$8,000.00, exclusive of all other buildings, landscaping, and any other improvement to the land, not directly affixed to the main building.
7. No part of said property shall be used for any commercial purposes of any kind whatsoever.
8. On subsequent sales of land, the sale shall be governed by the so-called "Neighborhood Improvement Act" suggested by the National Association of Real Estate Boards.
9. The plans of new homes must be submitted to and approved by Gilman Heights Incorporated.

Said lots are conveyed with the foregoing restrictions which are covenants affixed to and running with the land and applicable to all lots hereafter to be sold by the said Gilman Heights Incorporated, in the plot of land known as "Gilman Heights" and for a violation of the terms therein or any of them by said grantee or any persons holding or claiming by, under or through the aforesaid grantee, the right is expressly reserved to said Gilman Heights Incorporated, and its assigns or to the owner of any lot in said plot known as "Gilman Heights" to proceed at law or in equity to compel compliance thereof.

BEING and intended to be the same premises conveyed to the party of the first part by deed dated August 4, 1987 and recorded in the Kennebec County Registry of Deeds on August 14, 1987 as Book 3212 Page 196.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee(s), to his/her/their own use and behoof forever; and we the said Grantor(s), Richard D. Olin & Pamela P. Olin for myself/ourselves and my/our heirs, executors and administrators, do covenant with the said Grantee(s),

his/her/their heirs and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as aforesaid and we hereby engage to WARRANT and DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand(s) and seal(s) this 26th day of September, 1991.

IN THE PRESENCE OF:

Witness

Witness

Richard D. Olin

Pamela P. Olin

STATE OF)
COUNTY OF) ss.

At, Town/City of Amherst in Kent County and said Delaware (State), this 26th day of September, 1991 personally appeared Richard D. Olin & Pamela P. Olin and he/she/they acknowledged this instrument by them sealed and subscribed to be his/her/their free act and deed.

Before me,

Notary Public

CAROLYN S. JACKSON

MY COMMISSION EXPIRES
JUNE 14, 1993

JUNE 14, 1993



RECEIVED KENNEBEC SS.

1992 MAY 11 AM 9:00

ATTEST: Personal Record Division
REGISTER OF DEEDS